

MEMORANDUM OF ENCUMBRANCE

98 VICTORY ROAD, LAINGHOLM, Waitakere City

PARTIES: WILLIAM HARRY BOS and SHEREE SCOTT BOS ("the Owner")

WAITAKERE CITY COUNCIL ("the Council")

ENC 7286490.1 Encumb

Cpy - 01/04, Pgs - 010, 21/03/07, 08:56



DocID: 312842821

BACKGROUND

- A. The Owner is registered as proprietor of an estate in fee simple in all that land containing 1424 square metres or thereabouts being Lot 301 on DP 19098 being all the land in Identifier NA71D/205 ("the Land").
- B. The Owner has requested the Council to consent to the construction of a parking platform ("the Works") on that part of VICTORY ROAD identified by the plan in the First Schedule ("the Site").
- C. Council has consented to the Works on condition that the Owner agrees to:
 - a) grant and make a rent charge ("the Rent Charge") with the Council upon the terms and conditions set out in the Second Schedule, and
 - b) enter into the covenants and acknowledgments set out in the Third Schedule.
 - c) execute and register this Memorandum.

TERMS OF THIS MEMORANDUM:

The Owner encumbers the Land with the Rent Charge for the benefit of the Council and covenants with the Council as set out in the Third Schedule.

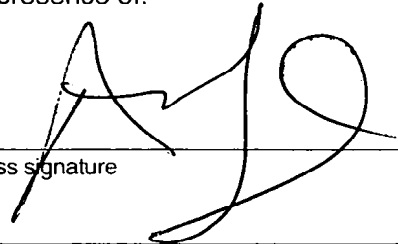
DATED this 16th day of March

2008

BWB

SIGNED by
WILLIAM HARRY BOS
in the presence of:


Signature


Witness signature

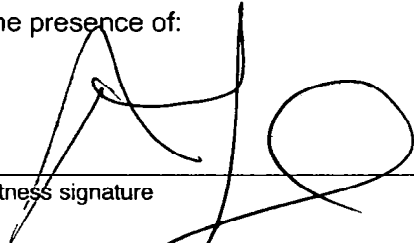
Witness name **ANDREW KOLOSE LEMALU**
SOLICITOR
AUCKLAND

Address

Occupation

SIGNED by
SHEREE SCOTT BOS
in the presence of:


Signature


Witness signature

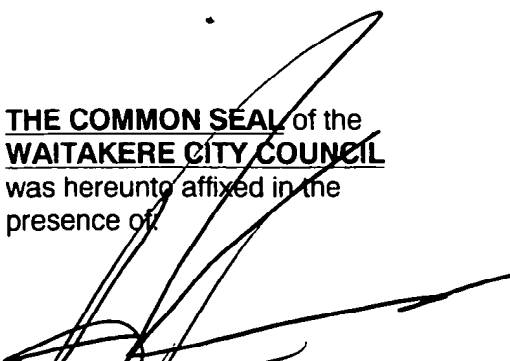
Witness name **ANDREW KOLOSE LEMALU**
SOLICITOR
AUCKLAND

Address

Occupation

THE COMMON SEAL of the
WAITAKERE CITY COUNCIL
was hereunto affixed in the
presence of:




Mayor/Deputy Mayor

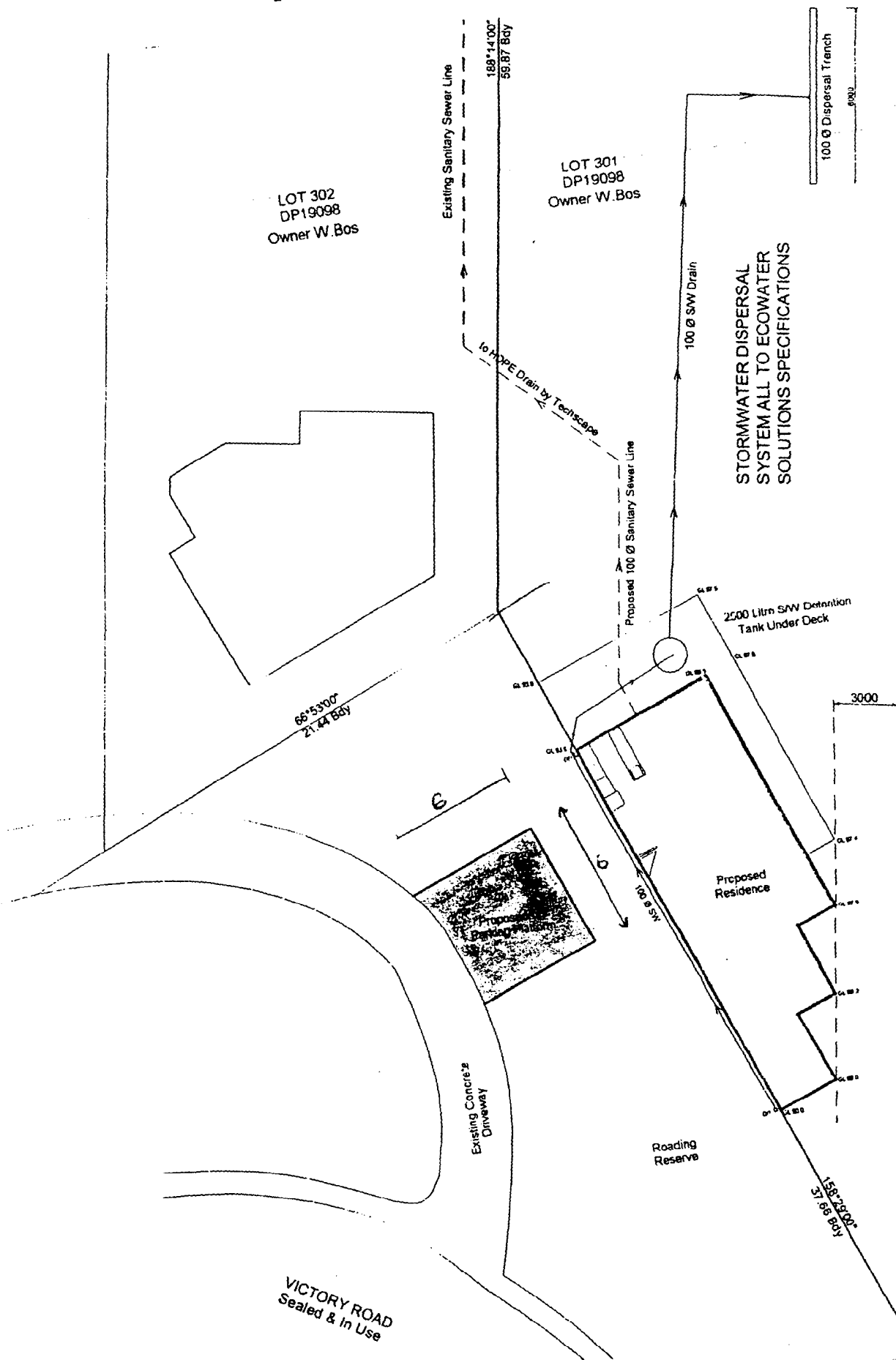

Chief Executive Officer

- 3 - FIRST SCHEDULE[Plan]

LOT 303
DP19098
Owner A. Kestle

LOT 302
DP19098
Owner W. Bos

LOT 301
DP19098
Owner W. Bos



Handwritten signature and initials.

SECOND SCHEDULE

(Terms and Conditions of Rent Charge)

1. The Term of this Encumbrance is 999 years commencing from the date of this Memorandum.
2. The Rent Charge shall be the sum of \$1.00 (GST inclusive) payable on 1 July in each year, if demanded by that date.
3. Sections 63, 64, 64A, 70, 73, 104 (subject to section 64A(2)(b)) and 126G of the Property Law Act and sections 154 and 156 of the Land Transfer Act apply to this Memorandum.
4. The Council shall not be entitled to any of the powers and remedies given to mortgagees by the Property Law Act or the Land Transfer Act.
5. The Owner shall pay the costs of preparation, registration and discharge of this Memorandum.
6. For the avoidance of any doubt it is agreed that any person who is an owner of the Property shall no longer be liable to perform and observe the covenants in this memorandum when that person ceases to be an owner but nothing in this clause shall operate to relieve that person from liability for breach of covenant arising before that person ceases to be an owner or occupier of the Property.
7. The Covenants in this Memorandum constitute the complete and exclusive statement of the agreement between the parties and supersede all proposals or prior agreements, oral or written, and all communications between the parties and sets out all of their mutual obligations and rights relating to the subject matter of this Memorandum and except as otherwise expressly provided in this agreement no party has any other responsibility or obligation to any other party with respect to that subject matter.
8. Where there is more than one Owner the covenants in this Memorandum will bind each owner, jointly and severally.
9. Words importing the singular and plural number will include the plural and singular number respectively.

WB
JB

THIRD SCHEDULE

(The Owner's Covenants)

1. THE Owner covenants with Council that:-

- a) The Owner will construct the Works in a good workmanlike manner in accordance with the plans and specifications approved by the Council and any building consent under the Building Act 2004 granted in respect of the Works.
- b) The Works may remain on the site, at the Owner's risk in all respects, at the pleasure of the Council. The Owner, at the Owner's expense, must remove the Works within one month of receiving written notice from the Council.
- c) If the Works are not removed by the Owner within one month of a notice given under clause 1(b) the Council may, at any time thereafter either:
 - (i) enter upon the site and remove the Works and the costs incurred will be a debt due and payable by the Owner to the Council upon demand; or
 - (ii) by notice in writing to the Owner waive the obligation to remove the same, but without payment of any costs or compensation whatsoever to the Owner.
- d) The Owner, at the Owner's expense, must at all times keep the Works and the Site in good, clean, neat, tidy and safe order and condition so that the Works do not constitute any danger or nuisance to any person or property. This obligation extends to include the cost of any repairs to damage to the Works from any cause whatsoever.
- e) If the Owner is in breach of the Owner's obligations under clause 1(d) and has failed to remedy that breach within a reasonable time after service of a notice specifying the nature of that breach the Council may enter upon the Site and undertake the necessary maintenance and repair work and the costs incurred will be a debt due and payable by the Owner to the Council upon demand.
- f) The Owner will not build place or erect on the Site any building or structure (whether temporary or permanent) other than the Works.
- g) The Owner will at all times indemnify the Council to the fullest extent permissible at law, from all actions, claims, costs (including legal costs on a solicitor/client basis) and demands in respect of any damage or injury to property or persons arising directly or indirectly out of or in relation to the Works, or any other improvements made by the Owner on the Site.

WB



2. If any sum of money due by the Owner to the Council is not paid upon demand then interest will accrue on the amount so unpaid at a rate of interest equal to the Bank of New Zealand base commercial interest lending rate at the date of default plus 5% from the due date for payment down to actual payment. Interest shall continue to accrue at that rate both before and after judgment.
3. The Owner acknowledges that the Works and the Site will at all times remain part of the legal road and that Council staff and members of the public may have casual access to and over the Works from time to time.
4. The Owner will pay the Council's reasonable costs of and incidental to the preparation, registration, enforcement (including attempted enforcement) or discharge of this Memorandum.

wb
BB

MORTGAGEE CONSENT

Mortgage Holding Trust Company Limited being the Mortgagee under Mortgage No. 6578353.3 (North Auckland Registry) consents to the registration of this Memorandum and covenants with Council that in the event of a sale in exercise of the power of sale under the Mortgage the Land will be sold subject to this Memorandum.

DATED this 5 MAR 2007 day of

SIGNED by the said Mortgagee

SIGNED by MORTGAGEE HOLDING TRUST COMPANY LIMITED by its Attorney

without prejudice to the rights and powers existing under the interest of the Consenting

RICHARD REID

In the presence of

Witness:
Bank Officer:

Andrea Herd

Witness

WB

BB

MORTGAGE HOLDING TRUST COMPANY LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Richard Thomas Hugh Reid of Auckland in New Zealand, Acting Manager
Sovereign Home Loan Documentation, Lending Services of ASB Bank Limited.

HEREBY CERTIFY

1. THAT I hold the appointment of Acting Manager Sovereign Home Loan
Documentation, Lending Services of ASB Bank Limited at Auckland
(hereinafter called "the Bank").

2. THAT by Deed dated 15 February 2005 copies of which are deposited in the
Land Information New Zealand office as **Number PA 6322383.1**

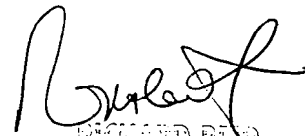
I, as holder of the appointment described in paragraph 1 hereof was constituted
and appointed as attorney of Mortgage Holding Trust Company Limited on
terms and subject to the conditions set out in the said Deed.

3. THAT as at the date hereof, I have not received any notice or information of
the revocation of that appointment by winding up or dissolution of Mortgage
Holding Trust Company Limited or otherwise.

SIGNED this

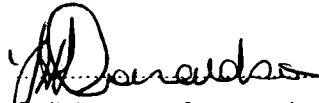
- 5 MAR 2007

day of


RICHARD REID

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of
the Land Transfer Act 1952


Solicitor for the
Encumbrancee

Between

**WILLIAM HARRY BOS
and
SHEREE SCOTT BOS**

Owner

And

WAITAKERE CITY COUNCIL

Encumbrancee

Particulars entered in the Register as shown
in respect of the land referred herein.

Assistant Land Registrar
North Auckland Land Registry

WB
SB

Landonline User ID: Centralstraau

LODGING FIRM: CSR - Gyan Ph (09) 377 9488

Address: DX CP21506

Auckland

Email: cs@xtra.co.nz

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ use only)

Priority Barcode/Date Stamp

(LINZ use only)

ENC 7286490.1 Encumb1

Cpy - 02/04, Pgs - 010, 21/03/07, 08:56

Copies

(inc. original)

DocID: 312842821

Uplifting Box Number: 134

ASSOCIATED FIRM: WCC

Client Code / Ref: 98 Victory Rd

Other (state)

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

422

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	NA71D/205	ENC	WH & SS Bos/ Waitakere City Council								50.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures? _____

Annotations (LINZ use only)

Subtotal (for this page)

Total for this dealing \$50.00

Less Fees paid on Dealing #

Cash/cheque enclosed for \$50.00